

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (JMP)  
(Jointly Administered)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

GOLDMAN SACHS INTERNATIONAL

Name of Transferee

SIRIUS INTERNATIONAL LIMITED

Name of Transferor

Name and Address where notices to transferee should be sent:

c/o Goldman, Sachs & Co.  
30 Hudson Street, 36th Floor, Jersey City, NJ 07302  
Contact: Andrew Caditz  
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 66418, which amends 62933

Amount of Claim: \$16,600,000

Date Claim Filed: 3/24/10 and 11/2/09, respectively

Debtor: Lehman Brothers Holdings Inc.

Phone: 212-357-6240

Last Four Digits of Acct #: \_\_\_\_\_

Phone: 345-914-7578

Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

GOLDMAN SACHS INTERNATIONAL

By: \_\_\_\_\_

Transferee/Transferee's Agent

Date: 14 March 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

LUCA PORTBARI  
MD

FILED  
U.S. BANKRUPTCY COURT  
2011 MAR 15 A 11:33  
S.D. OF N.Y.

EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

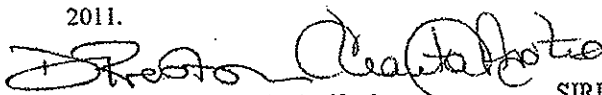
For value received, the adequacy and sufficiency of which are hereby acknowledged, SIRIUS INTERNATIONAL LIMITED ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to GOLDMAN SACHS INTERNATIONAL ("Assignee") all of its right, title, interest, claims, and causes of action in and to, or arising under or in connection with the Proof of Claim numbered 66418 in the aggregate amount of \$16,600.00 (a copy of which is attached as the Annex hereto) plus all interest, fees and other amounts related thereto (the "Claim") against Lehman Brothers Holdings, Inc. ("Debtor"), a debtor-in-possession in the chapter 11 cases encaptioned In re Lehman Brothers Holdings, Inc., et al., Case No. 08-13555 (JMP) (Jointly Administered) under Chapter 11 of the Bankruptcy Code (11 U.S.C. § 101 et. seq.) (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and any and all proofs of claim filed by Assignor with the Bankruptcy Court in respect of the Claim.

Assignor hereby waives any objection to the assignment of the Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to by Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor assigning to Assignee the Claim and recognizing the Assignee as the sole owner and holder of the Claim. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claim, and all payments or distributions of money or property in respect of the Claim, shall be delivered or made to the Assignee.

This Notice shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction).

IN WITNESS WHEREOF, this Evidence of Transfer of Claim is executed on March 2,

2011.



For and on behalf of  
MIL (Cayman) Limited  
as Corporate Director

SIRIUS INTERNATIONAL LIMITED

By: \_\_\_\_\_  
Name of person signing \_\_\_\_\_  
Title of person signing \_\_\_\_\_

GOLDMAN SACHS INTERNATIONAL

By: \_\_\_\_\_  
Name of person signing \_\_\_\_\_  
Title of person signing \_\_\_\_\_

EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, SIRIUS INTERNATIONAL LIMITED ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to GOLDMAN SACHS INTERNATIONAL ("Assignee") all of its right, title, interest, claims, and causes of action in and to, or arising under or in connection with the Proof of Claim numbered 66418 in the aggregate amount of \$16,600.00 (a copy of which is attached as the Annex hereto) plus all interest, fees and other amounts related thereto (the "Claim") against Lehman Brothers Holdings, Inc. ("Debtor"), a debtor-in-possession in the chapter 11 cases captioned In re Lehman Brothers Holdings, Inc., et al., Case No. 08-13555 (JMP) (Jointly Administered) under Chapter 11 of the Bankruptcy Code (11 U.S.C. § 101 et. seq.) (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and any and all proofs of claim filed by Assignor with the Bankruptcy Court in respect of the Claim.

Assignor hereby waives any objection to the assignment of the Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to by Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor assigning to Assignee the Claim and recognizing the Assignee as the sole owner and holder of the Claim. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claim, and all payments or distributions of money or property in respect of the Claim, shall be delivered or made to the Assignee.


This Notice shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction).

IN WITNESS WHEREOF, this Evidence of Transfer of Claim is executed on March 2, 2011.

SIRIUS INTERNATIONAL LIMITED

By: \_\_\_\_\_  
Name of person signing \_\_\_\_\_  
Title of person signing \_\_\_\_\_


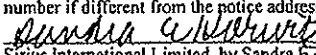
GOLDMAN SACHS INTERNATIONAL

By:   
Name of person signing L. V. A. Kornblau  
Title of person signing M.D.

ANNEX  
[Copy of Proof of Claim]

CPAM: 1514104.6

ORIGINAL

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000066418 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Sirius International Limited HSBC House 68 West Bay Road P.O. Box 1109 GT Grand Cayman, KY1-1102 Cayman Islands		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: 62933 (If known) Filed on: <u>Nov. 2 2009</u>	
with copy to: HSBC Bank USA, National Association Corporate Trust & Loan Agency 452 5th Avenue New York, NY 10018-2706 Attn: Sandra E. Horwitz		with copy to: Chadbourne & Parke LLP 30 Rockefeller Plaza New York, NY 10112 Attn: David LeMay, Esq. Christy Rivera, Esq.	
Telephone number: 212.525.1358		Email Address: <a href="mailto:sandra.e.horwitz@us.hsbc.com">sandra.e.horwitz@us.hsbc.com</a>	
Name and address where payment should be sent (if different from above) HSBC Bank plc Corporate Trust & Loan Agency Level 24, 8 Canada Square London E14 5HQ Attn: Chris Tutt Telephone number: 44 20 799 16233		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Email Address: <a href="mailto:chris.tutt@hsbc.com">chris.tutt@hsbc.com</a>			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: See addendum attached to Original Proof of Claim attached as Exhibit B (Required)			
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): See addendum attached to Original Proof of Claim attached as Exhibit B (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Reference Number and or other depository blocking reference number: See addendum attached to Original Proof of Claim attached as Exhibit B (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See addendum attached to Original Proof of Claim attached as Exhibit B (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.			
Date: March 23 2010	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Sirius International Limited, by Sandra E. Horwitz, Vice President, HSBC Bank USA, National Association, as attorney-in-fact		
FOR COURT USE ONLY <b>FILED / RECEIVED</b> MAR 24 2010 EPIQ BANKRUPTCY SOLUTIONS, LLC			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**Addendum to Amended Proof of Claim  
Against Lehman Brothers Holdings Inc.  
by Sirius International Limited  
Relating to Lehman Programs Securities**

The Attorney (as defined in the Power of Attorney dated as of March 23, 2010 (the "Power of Attorney"), and attached hereto as Exhibit A) is authorized to file this Amended Proof of Claim on behalf of Sirius International Limited (the "Claimant") pursuant to the Power of Attorney. The Attorney files this Amended Proof of Claim solely to correct a typographical error in the addendum to the proof of claim previously filed by the Attorney on November 2, 2009 and attached hereto as Exhibit B (the "Original Proof of Claim"). The reference to "Horizon II International Limited" in the first paragraph of the addendum of the Original Proof of Claim is hereby replaced with "Sirius International Limited." There are no other changes to the Original Proof of Claim and, with the one modification noted above, the claims asserted in the Original Proof of Claim are incorporated in this Amended Proof of Claim in their entirety.

**Exhibit A**

**Power of Attorney**

[See attached]

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**

**Execution Version**

---

**POWER OF ATTORNEY**

---



**THIS POWER OF ATTORNEY** is granted by way of deed on 22 March 2010.

1. **SIRIUS INTERNATIONAL LIMITED**, a Cayman Islands company whose registered office is at HSBC House, 68 West Bay Road, George Town, Grand Cayman, KY1-1102, Cayman Islands, (the "Company") **APPOINTS** severally and not jointly Thomas Musarra, Robert Conrad, Sandra E. Horwitz and Frank Godino (each an "Attorney") of HSBC Bank USA, National Association of whose registered office is at Corporate Trust & Loan Agency, 452 Fifth Avenue, New York, NY 10018-2706, United States of America to be its attorneys for the following purposes:
  - 1.1 to approve, execute, deliver, amend and withdraw on behalf of the Company proofs of claim against Lehman Brothers Holdings Inc. and any of its related debtors, including Lehman Brothers Special Financing Inc.; and
  - 1.2 to take all actions and to execute such additional documents as the Attorneys may think fit to give effect to the arrangements referred to in paragraph 1.1 above.
2. The Attorney may not appoint one or more persons to act as substitute or substitutes in his place for all or any of the purposes referred to in this power of attorney. The Attorney may not delegate all or any of the powers referred to in this agreement.
3. All actions authorised by this power of attorney may be taken by any of the Attorneys. Any and all acts done, decisions made and instruments or other documents executed pursuant to this power of attorney by any of the Attorneys shall therefore be as valid and effectual as though done by all Attorneys.
4. This power of attorney shall expire after a period of six months from the date of this deed.
5. The Company declares that a person who deals with any Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.
6. The Attorney is appointed on the condition that the Attorney will report in written form any and all actions taken in connection with this power of attorney on a weekly basis to the Company.
7. This power of attorney is governed by, and shall be construed in accordance with, English law.

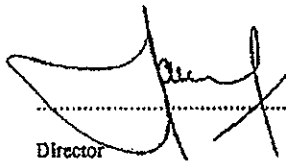
**IN WITNESS** whereof this power of attorney has been duly executed and delivered by the Company as a deed on the date first above written.

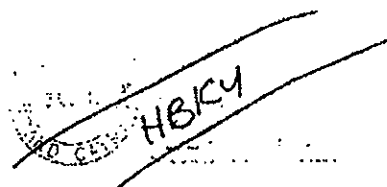
EXECUTED as a DEED by  
SIRIUS INTERNATIONAL LIMITED

acting by



Director

  
Director

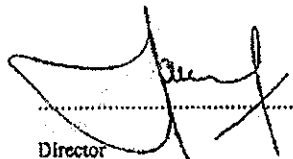
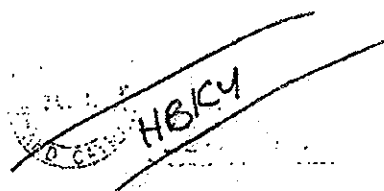


EXECUTED as a DEED by  
SIRIUS INTERNATIONAL LIMITED

acting by



Director

  
Director  
HBK4

**Exhibit B**

**Original Proof of Claim**

[See attached]

ORIGINAL

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES</b>		<b>AMS</b>
<b>In Re:</b> Lehman Brothers Holdings Inc., et al., Debtors.		<b>Chapter 11</b> Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.				
<b>Name and address of Creditor:</b> (and name and address where notices should be sent if different from Creditor) Sirius International Limited HSBC House 68 West Bay Road P.O. Box 1189 GT Grand Cayman, KY1-1102 Cayman Islands		<b>with copy to:</b> HSBC Bank USA, National Association Corporate Trust & Loan Agency 452 5th Avenue New York, NY 10018-2706 Attn: Sandra E. Horwitz	<b>with copy to:</b> Chadbourne & Parke LLP 30 Rockefeller Plaza New York, NY 10112 Attn: David LeMay, Esq. Christy Rivera, Esq.	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <b>Court Claim Number:</b>  (If known) <b>Filed on:</b> _____
<b>Telephone number:</b> 212.525.1358		<b>Email Address:</b> sandra.e.horwitz@us.hsbc.com		
<b>Name and address where payment should be sent (if different from above)</b> HSBC Bank plc Corporate Trust & Loan Agency Level 24, 8 Canada Square London E14 5HQ Attn: Chris Tutt <b>Telephone number:</b> 44 20 799 16233		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <b>Email Address:</b> chris.tutt@hsbc.com		
<b>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</b> <b>Amount of Claim:</b> See attached addendum (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.				
<b>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</b> <b>International Securities Identification Number (ISIN):</b> See attached addendum (Required)				
<b>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</b> <b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Reference Number and/or other depository blocking reference number:</b> See attached addendum (Required)				
<b>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</b> <b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b> See attached addendum (Required)				
<b>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository:</b> By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.				<b>FOR COURT USE ONLY</b>
<b>Date:</b> October 28, 2009	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <i>Sandra E. Horwitz</i> Sirius International Limited, by Sandra E. Horwitz, Vice President, HSBC Bank USA, National Association, as attorney-in-fact			<b>FILED / RECEIVED</b>  NOV 02 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC
<b>Penalty for presenting fraudulent claim:</b> Fine of up to \$500,000 or imprisonment for up to 5 years, or both: 18 U.S.C. §§ 152 and 3571				

**Addendum to Proof of Claim  
Against Lehman Brothers Holdings Inc.  
by Sirius International Limited  
Relating to Lehman Programs Securities**

The Attorney (as defined in the Power of Attorney dated as of September 4, 2009 (the "Power of Attorney"), and attached hereto as Exhibit A) hereby files this Proof of Claim on behalf of Horizon II International Limited ("Claimant") against Lehman Brothers Holdings Inc. pursuant to the Power of Attorney.

<u>ISIN</u>	<u>Blocking Number</u>	<u>Account Number</u>	<u>Claim Amount</u>
XS0183025609	6041781	HSBC Bank plc Depository Participant Account #22885	\$16,600.00*

**Reservation of Rights**

The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (b) a waiver or release of the Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2),

---

• Despite good faith efforts to obtain information regarding the applicable floating interest rate, the Attorney was not able to obtain such information. Therefore, the claim amount is based on the assumption that that the accrued but unpaid interest as of September 15, 2008 for the interest payment due on or around September 22, 2008 equaled the last semi-annual interest payment (paid on March 25, 2008).

and whether such jury trial right is pursuant to statute or the United States Constitution; (c) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (d) a waiver or release of Claimant's rights to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (e) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (f) an election of remedies.

Claimant expressly reserves all rights, defenses and remedies that Claimant has or may have against LBHI or any other person or persons liable for all or part of the indebtedness claimed herein. Claimant also reserves Claimant's right to amend and supplement this Proof of Claim, and to file additional proofs of claim for any additional claims it might have.

EXHIBIT A

[See attached]



CLIFFORD  
CHANCE

CLIFFORD CHANCE LLP

---

POWER OF ATTORNEY

---

THIS POWER OF ATTORNEY is granted by way of deed on 4 September 2009.


1. SIRIUS INTERNATIONAL LIMITED, a Cayman Islands company whose registered office is at HSBC House, 68 West Bay Road, George Town, Grand Cayman, KY1-1102, Cayman Islands, (the "Company") APPOINTS severally and not jointly Thomas G. Mackay, Robert Conrad, Sandra E. Horwitz and Frank Godino (each an "Attorney") of HSBC Bank USA, National Association of whose registered office is at Corporate Trust & Loan Agency, 452 Fifth Avenue, New York, NY 10018-2706, United States of America to be its attorneys for the following purposes:
  - 1.1 to approve, execute and deliver on behalf of the Company claims ("Proofs of Claim") against Lehman Brothers Holdings Inc. ("LBHI") and any of its related debtors, including Lehman Brothers Special Financing Inc. ("LBSF") by no later than 2 November 2009; and
  - 1.2 to take all actions and to execute such additional documents as the Attorneys may think fit to give effect to the arrangements referred to in paragraph 1.1 above.
2. The Attorney may not appoint one or more persons to act as substitute or substitutes in his place for all or any of the purposes referred to in this power of attorney. The Attorney may not delegate all or any of the powers referred to in this agreement.
3. All actions authorised by this power of attorney may be taken by any of the Attorneys. Any and all acts done, decisions made and instruments or other documents executed pursuant to this power of attorney by any of the Attorneys shall therefore be as valid and effectual as though done by all Attorneys.
4. This power of attorney shall expire after a period of six months from the date of this deed.
5. The Company declares that a person who deals with any Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.
6. The Attorney is appointed on the condition that the Attorney will report in written form any and all actions taken in connection with this power of attorney on a weekly basis to the Company.
7. This power of attorney is governed by, and shall be construed in accordance with, English law.
8. This deed is delivered on the date written at the start of this deed.

EXECUTED by the Company as a deed

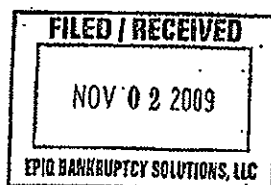
Executed as a deed by )  
Sirius International Limited )

By )

  
..... )  
Director **Scott Aitken** )  
Director

  
..... )  
Director **Connan Hill** )  
Director

H  
A  
N  
D  
  
D  
E  
L  
I  
V  
E  
R  
Y

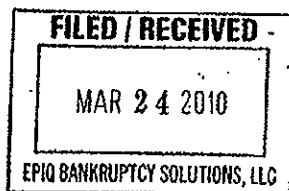


JK  
RECEIVED BY:

DATE

4:18  
TIME

H  
A  
N  
D  
  
D  
E  
L  
I  
V  
E  
R  
Y



R. Seeger

RECEIVED BY:

DATE

4:45pm  
TIME